IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

KENNETH B. WIESEN,)
Petitioner,))
v.)) Cancellation No. 92040463
TOOTSIE ROLL INDUSTRIES, INC.,)
Registrant.	
) 06-04-2004
	U.S. Patent & TMOfc/TM Mail Rept Dt. #7

REGISTRANT'S ANSWER TO PETITION FOR CANCELLATION TRADEMARK REGISTRATION NOS. 0746286 AND 0777494

Bonomo Turkish Taffy, LLC as the successor in interest to Registrant, Tootsie Roll Industries, Inc., for its Answer to Petitioner's Petition for Cancellation, states as follows:

1. Petitioner provides "candies" under the mark BONOMO'S TURKISH TAFFY.

ANSWER: Admitted.

2. Petitioner is the applicant of U.S. trademark application Serial No. 78/076016, filed for the mark BONOMO'S TURKISH TAFFY for "candies".

ANSWER: Admitted.

3. The aforementioned application Serial Nos. 78/076016 for the mark BONOMO'S TURKISH TAFFY, by petitioner, has been refused as likely to cause confusion, or to cause mistake, or to deceive, in view of the aforementioned registration Nos. 0746286 and 0777494.

ANSWER: Admitted.

4. Upon information and belief, Tootsie Roll Industries, Inc. has abandoned said

registered marks by discontinuing use of said mark with no intent to resume said use.

ANSWER: Denied.

5. Petitioner is likely to be damaged by continuance on the register of said

registration Nos 0746286 and 0777494 as petitioner presently uses the mark BONOMO'S

TURKISH TAFFY for "candies and petitioner's ability to obtain its own registration of this mark

is being impaired and the continuance of petitioner's legal use of said mark will be impaired by

the continued registration of said abandoned marks of registrant.

ANSWER: Admitted that Petitioner is likely to be damaged by continuance on the

register of said registration Nos 0746286 and 0777494 and denied with respect to the remainder

of the allegations set forth in Paragraph 5.

WHEREFORE, Bonomo Turkish Taffy, LLC requests that Petitioner's Petition for

Cancellation of Registration No's. 0746286 and 0777494 be denied and that Registrant be

awarded all appropriate relief.

Dated: June 4, 2004

Respectfully submitted, Bonomo Turkish Taffy, LLC

Bv:

One of its attorneys

Brecken Cutler

Ungaretti & Harris

3500 Three First National Plaza

Chicago, Illinois 60602

(312) 977-4400

(312) 977-4405 (fax)

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" in an envelope addressed to:

Express mail mailing label number: ET906214366US

K

Box TTAB No Fee Assistant Commissioner for Trademarks 2900 Crystal Drive Arlington, Virginia 22202-3513 Express mail mailing label number: ET906214352US

Kenneth B. Wiesen Bonomo Turkish Taffy, LLC One Old Country Road Carle Place, New York 11514-1870

Telephone: (516) 742-1666

on June 4, 2004.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

KENNETH B. WIESEN,)	
Petitioner,)))	06-04-2004 U.S. Patent & TMOfe/TM Mail Rept Dt. #7
v.))	Cancellation No. 92040463
TOOTSIE ROLL INDUSTRIES, INC.,))	
Registrant.))	
	<u> </u>	

REGISTRANT'S MOTION TO DISMISS

Bonomo Turkish Taffy, LLC ("Bonomo") is the successor in interest and assignee of Sweeney Candy Co. LLC ("Sweeney Candy") which is the successor in interest and assignee of Tootsie Roll Industries, Inc. ("Registrant"). Bonomo, by its attorneys, hereby requests that this matter be dismissed with prejudice and, in support of his Motion, states as follows:

- 1. Registrant was the owner of Registration No. 0746286 for the mark b Bonomo in special form, registered on the Principal Register in International Class 30, for candies on September 22, 1964 and Registration No. 0777494 for the mark Turkish Taffy in special form, registered on the Principal Register in International Class 30 for candies and confectionary products on March 5, 1963.
- 2. Registration numbers 0746286 and 0777494 (the "Registrations") are the registrations which are the subject of this proceeding.
- 3. On or about February 18, 2003, Registrant assigned its interests in the Registrations and the marks which are the subject of such Registrations to Sweeney Candy. The assignment has been duly recorded and was previously submitted to the TTAB. The assignment is enclosed as Exhibit A.

4. On or about August 28, 2003, Sweeney Candy assigned its interests in the

Registrations and the marks which are the subject of such Registrations to Bonomo. The

assignment has been duly recorded and is submitted to the TTAB as enclosed Exhibit B.

5. Petitioner Kenneth B. Wiesen initiated this proceeding based on his application

number 78/076016 (the "Application") to register the mark Bonomo's Turkish Taffy for candies.

See, Petitioner's Petition for Cancellation dated on or about March 28, 2002.

6. On or about, August 29, 2003, Petitioner assigned to Bonomo his title and interest

in the Application and the mark which is the subject of the Application. The assignment of the

Application has been duly recorded and is submitted to the TTAB as enclosed Exhibit C.

7. Petitioner's assignment of the Application divests Petitioner of any bases upon

which to seek cancellation of the Registrations.

8. Counsel for Bonomo understands Petitioner will not contest the Motion or

otherwise object. Accordingly, Registrant has filed this Motion and this matter should now be

dismissed with prejudice.

WHEREFORE, Bonomo respectfully requests that an order be entered in its favor,

granting its Motion to Dismiss, and dismissing this cancellation proceeding with prejudice.

DATED: June 4, 2004

BONOMO TURKISH TAFFY, LLC

By:

One of Its Attorneys

Brecken J. Cutler Ungaretti & Harris 3500 Three First National Plaza Chicago, IL 60602

Telephone: 312.977.4156

Fax: 312.977.4405

2

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 4th day of June, 2004, a true and correct copy of the foregoing REGISTRANT'S MOTION TO DISMISS was served by express mail, postage pre-paid, on Petitioner addressed as follows:

Kenneth B. Wiesen One Old Country Road Carle Place, New York 11514-1870

Brecken J. Cutler

EXHIBITA

3500 Three First National Plaza Chicago, Illinois 60602.4283 Telephone: 312.977.4400 Fax: 312.977.4405

1500 K Street, N.W., Suite 250

Washington, D.C. 20005.1714 Telephone: 202.639.7500 Fax: 202.639.7505

400 E. Jefferson Street, Suite 1200

Springfield, Illinois 62701.1053

Telephone: 217.544.7000 Fax: 217.544.7950

www.uhlaw.com

WASHINGTON

SPRINGFIELD

UNGARETTI 8 HARRIS





VIA FEDERAL EXPRESS

05-20-2003 U.S. Patent & TMOto/TM Mell Ropt Dt. #22

February 26, 2003

Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

Re: Trademark Assignment

Ladies and Gentlemen:

Enclosed is an Assignment Agreement pursuant to which Tootsie Roll Industries, Inc. has assigned to Sweeney Candy Co., LLC all of its right, title and interest in and to the trademarks "B BONOMO Stylized" and "TURKISH TAFFY Stylized".

The enclosed documents consist of the following:

- 1. An Assignment Agreement;
- 2. A Recordation Form Cover Sheet; and
- 3. A check in the amount of \$65.00 in payment of the applicable filing fee.

Please acknowledge your receipt of the enclosed documents and check by stamping the enclosed postcard and returning it to the undersigned. Please contact the undersigned at (312) 977-4124 with any questions or comments regarding the enclosed documents.

Respectfully submitted,

ennifer Quan

Attorney for Sweeney Candy Co., LLC

Encl. (check enclosed)

cc: Gerard H. Sweeney

Gary I. Levenstein Angela S. Williams

Form PTO-1594 RECORDATION FOR (Rev. 10/02) TRADEMAR TRADEMAR	
Tab settings ⇔⇔ ♥ ▼ ▼	Y Y Y
To the Honorable Commissioner of Patents and Trademarks: P	lease record the attached original documents or copy thereof.
1. Name of conveying party(ies): Tootsie Roll Industries, Inc.	Name and address of receiving party(ies) Name: Sweeney Candy Co., LLC Internal Address:
Individual(s) General Partnership X Corporation-State Virginia Other Additional name(s) of conveying party(les) attached? X Assignment Security Agreement Other Execution Date: February 18, 2003	Street Address: 2 Craig Lane City: Haverford State: PA Zip: 19041 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State X Other limited liability company - DE It assignee is not domicited in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) at	B. Trademark Registration No.(s)
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Jennifer R. Quinn Internal Address: Ungaretti & Harris	7. Total fee (37 CFR 3.41)\$65.00 X Enclosed Authorized to be charged to deposit account
Street Address: 3500 Three First National Plaza	8. Deposit account number:
City: Chicago State: IL Zip: 60602	E THIS SPACE
9. Signature. Jennifer R. Quinn	Shoature February 26, 2003
Name of Person Signing Total number of pages including.	over sheet, attachments, and document:

ASSIGNMENT AGREEMENT

This is an Assignment Agreement (this "Agreement") between Tootsie Roll Industries, Inc., a corporation organized and existing under the laws of the state of Virginia and having a place of business at 7401 South Cicero Avenue, Chicago, Illinois 60629, hereafter "Tootsie Roll," and Sweeney Candy Co., LLC, a Delaware limited liability company, having an address at 2 Craig Lane, Haverford, Pennsylvania 19041, hereafter "Sweeney Candy"

Sweeney Candy is interested in buying, and Tootsie Roll is interested in selling, without representations or warranties other than those expressly set forth herein, such intellectual property rights as Tootsie Roll may own relating to the TURKISH TAFFY (as defined below) and BONOMO (as defined below) trademarks.

Now therefore, for good and variable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing and as follows:

- Tootsie Roll will and does hereby sell, transfer and assign to Sweeney Candy such intellectual property rights as it may own or possess relating to the trademarks "Turkish Taffy" assigned Registration No. 0777494 ("TURKISH TAFFY") by the United States Patent and Trademark Office ("USPTO") and "b Bonomo" assigned Registration No. 0746286 by the USPTO ("BONOMO"), together with the goodwill associated therewith and symbolized by said trademarks. Such intellectual property rights shall include only the trademarks TURKISH TAFFY and BONOMO, such formulas and recipes relative to the manufacture of BONOMO and TURKISH TAFFY candy that are currently available without representations as to suitability for commercial purposes or use, copies of such advertising and promotional material for BONOMO and TURKISH TAFFY as may be readily available in the archive records of Tootsie Roll, copies of third party correspondence relating to these trademarks received in the past year, all correspondence and records relating to the current cancellation proceedings, hereinafter identified, and all of Tootsie Roll's right, title and interest, legal and equitable, in and to any claims, causes of action for past, present or future infringements of the trademarks and for unfair competition and any related claims Tootsie Roll may against any third parties, all hereinafter identified as the "Intellectual Property Rights."
- 2. Tootsie Roll makes no representations or warranties relative to the validity or enforceability of the BONOMO and TURKISH TAFFY trademarks, either under common law or under any registration herein assigned. Nor does Tootsie Roll make any representation or

warranty as to the continued goodwill associated with the trademarks BONOMO and/or TURKISH TAFFY, alone or in combination. Tootsie Roll makes no representations or warranties with respect to the current utility, originality or exclusivity of any recipe or formula or the worth utility of any documents or other materials herein assigned, transferred or given over to Sweeney Candy.

- 3. Sweeney Candy shall pay to Tootsie Roll Fifty Thousand and No/100 Dollars (\$50,000) (the "Purchase Price"). The Purchase Price shall be paid in full by wire transfer to an account designated in writing by Tootsie Roll.
- 4. Tootsie Roll expressly represents that it is currently involved in a cancellation pending before the USPTO entitled Weisen v. Tootsie Roll Industries, Inc., under Cancellation No. 92040463, and that there is no representation or warranty with respect to the ultimate disposition of such cancellation proceeding. Sweeney Candy in turn represents that it has satisfied itself with respect to the state of the cancellation proceedings and recognizes the risks inherent in such proceedings.
- 5. Tootsic Roll agrees to execute an assignment document in the form hereto attached as Appendix A for purposes of recording this Assignment in the USPTO of Registration Nos. 0777494 and 0746286. Tootsic Roll represents and warrants that it is the owner of these registrations and that the assignment in the form hereto attached as Appendix A will, pursuant to standard USPTO procedures, when recorded, complete transfer of such rights as Tootsic Roll may have in the trademarks set forth above in the name of Sweeney Candy. Tootsic Roll represents and warrants that it has not entered into any agreements or executed any assignments that are inconsistent with its assignment of the aforesaid trademarks and registrations therefore to Sweeney Candy.
- 6. Tootsic Roll agrees, at no expense to itself, to make available in Chicago, at reasonable times during business hours and for reasonable lengths of time, its personnel for purposes of providing historical information relative to the BONOMO and TURKISH TAFFY trademarks. Tootsic Roll further agrees to execute or have executed such additional documents as may properly be required to effect the express terms and conditions of this Agreement.
- 7. Tootsie Roll agrees not to use the trademark BONOMO or TURKISH TAFFY or colorable variations thereof for candy unless Sweeney Candy has abandoned the trademark or trademarks and in such event Tootsie Roll may, if it wishes, make use only of the trademark so

abandoned. Nonuse by Sweeney Candy of the trademark for a period of three (3) years shall constitute a presumption of abandonment, and on the written request by Tootsie Roll thereafter, Sweeney Candy shall reassign to Tootsie Roll all related Intellectual Property Rights.

- Except and to the extent required by law, Sweeney Candy will not disclose or use, and will direct its representatives not to disclose or use, to the detriment of Tootsie Roll, any confidential information (as defined below) with respect to Tootsie Roll, furnished, by either Tootsie Roll or its representatives, to Sweeney Candy or its representatives at any time, provided, however, that the foregoing obligations imposed by this Section 8 shall not apply to the Intellectual Property Rights. For purposes of this paragraph "Confidential Information" means any information about Tootsie Roll stamped "Confidential" or identified in writing as such to Sweeney Candy by Tootsie Roll promptly following its disclosure, unless (a) such information is already known to Sweeney Candy or its representatives or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of Sweeney Candy or its representatives, (b) the use of such information is necessary or appropriate in making or filing or obtaining any consent or approval required for the consummation of this assignment or (c) the furnishing or use of such information is required by or necessary and appropriate in connection with legal proceedings. Upon the written request of Tootsie Roll, Sweeney Candy will promptly return to Tootsie Roll or destroy any confidential information in its possession and certify in writing to Tootsie Roll that it has done so.
- 9. The terms and conditions of this Agreement, except to the extent necessary to (i) record the assignments and (ii) reach a settlement with Kenneth P. Weisen, shall remain confidential between the parties unless otherwise required by law or unless the parties mutually agree otherwise.
- 10. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written communications, understandings, representations and warranties, and courses of conduct in dealing between the parties on the subject matter hereof.
- 11. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which when taken together will be deemed to constitute one in the same Agreement.
- 12. This Agreement will be governed by and construed, interpreted and enforced in accordance with the laws in the state of Illinois.

Executed as of this 18th day of February, 2003,

BY AND BETWEEN:

Tootsie Roll Industries Inc.

By: _____

Name: BARRY BOWON

Title: TRONSUREN

Sweeney Candy Co., LLC

Name: GELAROH. SUEWE

Title: NAVAGE

UNGARETTI **HARRIS** AMERICAN NATIONAL BANK CHICAGO, IL

Check No. 12424!

CHICAGO

3500 Three First National Plaza Chicago Illinois 60602-4283 Telephone: 312.977.4400 Fax: 312.977.4405

WASHINGTON 1500 K Street, N.W. Suite 250 Washington, D.C. 20005-1714 Telephone 202.639.7500 Fax 202.639.7505 2-77

Date

February 20, 2003

Sixty-five and 00/100***

Pay to the order of:

Commissioner of Patents & Trademarks

UNGARETTI 8 HARRIS

3500 Three First National Plaza Chicago, Illinois 60602-4283

Telephone: 312.977.4400 Fax: 312.977.4405

WASHINGTON

1500 K Street, N.W., Suite 250 Washington, D.C. 20005-1714

Telephone: 202.639.7500 Fax: 202.639.7505

Payee:

Commissioner of Patents & Trademarks

Check #:

124249

Vendor ID:

Check Date:

Feb 20, 2003

00592

Invoice Num Invoice Date Reference Invoice Amount **Amount Paid** Discount Taken Payment Amt \$65.00 0000681 Feb 20/03 \$65.00 \$65.00 \$0.00 \$65.00 \$0.00 Totals: \$65.00 \$65.00



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 28, 2004

PTAS

UNGARETTI & HARRIS JENNIFER R. QUINN 3500 THREE FIRST NATIONAL PLAZA CHICAGO, IL 60602



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/23/2003

REEL/FRAME: 002837/0098

NUMBER OF PAGES: 3

BRIEF: CHANGE OF NAME

ASSIGNOR:

SWEENEY CANDY CO., LLC

DOC DATE: 08/28/2003

CITIZENSHIP:

ENTITY: LIMITED LIABILITY

COMPANY

ASSIGNEE:

BONOMO TURKISH TAFFY, LLC 2 CRAIG LANE HAVERFORD, PENNSYLVANIA 19041 CITIZENSHIP:

ENTITY: LIMITED LIABILITY COMPANY

APPLICATION NUMBER: 72149563 REGISTRATION NUMBER: 0777494

FILING DATE: 07/23/1962 ISSUE DATE: 09/22/1964

MARK: TURKISH TAFFY

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

υ02837/0098 PAGE 2

APPLICATION NUMBER: 72121483 FILING DATE: 06/06/1961 REGISTRATION NUMBER: 0746286 ISSUE DATE: 03/05/1963

MARK: B BONOMO

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

ANTIONE ROYALL, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

Form PTO-1594 RECO
(Rev. 10/02) TK
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i. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005) Tab settings	2566001
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached onginal documents or copy thereof.
1. Name of conveying party(ies): $9.23.03$ Sweeney Candy Co., LLC	2. Name and address of receiving party(ies) Name: Bonomo Turkish Taffy,LLC Internal Address: 200
Individual(s) General Partnership Corporation-State X Other Limited Liability Company	Street Address: 2 Craig Lane City: Haverford State: PA Zip: 19041 Individual(s) citizenship
Additional name(s) of conveying party(ies) attached? Yes X No	Association General Partnership
3. Nature of conveyance: Assignment Merger Security Agreement X Change of Name Other Execution Date: August 28, 2003	Corporation-State Other Limited Liability Company If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No
4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 0777494; 0746286
Additional number(s) a	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Jennifer R. Quinn Internal Address: Ungaretti & Harris	7. Total fee (37 CFR 3.41)\$65.00 X Enclosed Authorized to be charged to deposit account
Street Address: 3500 Three First National Plaza	8. Deposit account number:
City: Chicago State: IL Zip: 60602	
	THIS SPACE
9. Signature. 10/02/2003 GTUN11 00000015 0777494 01 FC: 8521 40.00 0P 25.00 0P Jennifer R. Quinn Name of Person Signing Total number of pages including to	September 18, 2003 Date Date



PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SWEENEY CANDY CO., LLC", CHANGING ITS NAME FROM "SWEENEY CANDY CO., LLC" TO "BONOMO TURKISH TAFFY, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2003, AT 1:39 O'CLOCK P.M.



Varriet Smith Windson

Harriet Smith Windsor, Secretary of State

3625802 8100 AUTHENTICATION: 2606505

DATE: 08-28-03

030560099

State of Delaware Secretary of State Division of Corporations Delivered 02:02 PM 08/28/2003 FILED 01:39 PM 08/28/2003 SRV 030560099 - 3625802 FILE

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION OF SWEENEY CANDY CO., LLC

It is hereby certified that:

- 1. The name of the limited liability company (hereinafter called the "Limited Liability Company") is Sweeney Candy Co., LLC
- 2. The Certificate of Formation of the Limited Liability Company is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article:

FIRST: The name of the limited liability company is Bonomo Turkish Taffy, LLC.

Executed on this 28th day of August, 2003

SWEENEY CANDY CO., LLC

By: s/Gerard H. Sweeney
Gerard H. Sweeney, Manager



UNGARETTI a HARRIS

TIM

CHICAGO

3500 Three First National Plaza Chicago, Illinois 60602.4283 Telephone: 312.977.4400 Fax: 312.977.4405

WASHINGTON

1500 K Street, N.W., Suite 250 Washington, D.C. 20005.1714 Telephone: 202.639.7500 Fax: 202.639.7505

SPRINGFIELD

400 E. Jefferson Street, Suite 1200 Springfield, Illinois 62701.1053 Telephone: 217.544.7000 Fax: 217.544.7950

www.uhlaw.com

VIA FEDERAL EXPRESS

September 18, 2003

Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

Re: Trademark Assignment

Ladies and Gentlemen:

Enclosed is a Certificate of Amendment to the Certificate of Formation of Sweeney Candy Co., LLC, changing its name to Bonomo Turkish Taffy, LLC.

The enclosed documents consist of the following:

- 1. A Certificate of Amendment to the Certificate of Formation of Sweeney Candy Co., LLC;
- 2. A Recordation Form Cover Sheet; and
- 3. A check in the amount of \$65.00 in payment of the applicable filing fee.

Please acknowledge your receipt of the enclosed documents and check by stamping the enclosed postcard and returning it to the undersigned. Please contact the undersigned at (312) 977-4124 with any questions or comments regarding the enclosed documents.

Respectfully submitted,

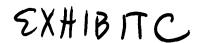
Jennifer R. Quinn

Attorney for Bonomo Turkish Taffy, LLC

Encl. (check enclosed)

cc: Gerard H. Sweeney

Kenneth B. Wiesen Gary I. Levenstein



UNGARETTI **a HARRIS**

3500 Three First National Plaza Chicago, Illinois 60602.4283 Telephone: 312.977.4400 Fax: 312.977.4405

WASHINGTON

1500 K Street, N.W., Suite 250 Washington, D.C. 20005.1714 Telephone: 202.639.7500 Fax: 202.639.7505

400 E. Jefferson Street, Suite 1200 Springfield, Illinois 62701.1053 Telephone: 217.544.7000 Fax: 217.544.7950

www.uhlaw.com

VIA FEDERAL EXPRESS

October 17, 2003

Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

> **Trademark Assignment** Re:

Ladies and Gentlemen:

Enclosed is a Trademark Assignment effectuating the assignment of trademark application numbers 78/224,589 and 78/076,016 from Kenneth B. Wiesen to Bonomo Turkish Taffy, LLC.

The enclosed documents consist of the following:

- A Trademark Assignment executed by the above-mentioned parties; 1.
- A Recordation Form Cover Sheet; and 2.
- A check in the amount of \$65.00 in payment of the applicable filing fee. 3.

Please acknowledge your receipt of the enclosed documents and check by stamping the enclosed postcard and returning it to the undersigned. Please contact the undersigned at (312) 977-4124 with any questions or comments regarding the enclosed documents.

Respectfully submitted,

Jennifer R. Quinn

Attorney for Bonomo Turkish Taffy, LLC

Encl. (check enclosed)

cc:

Gerard H. Sweeney Kenneth B. Wiesen

Gary I. Levenstein

(P 10/02)	V COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office				
(Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) U.S. Patent and Trademark Office U.S. Patent and Trademark Office					
Tab settings	▼ ▼ ▼				
To the Honorable Commissioner of Patents and Trademarks: I					
Name of conveying party(ies):	2. Name and address of receiving party(ies)				
Kenneth B. Wiesen	Name: <u>Bonomo Turkish Taffy, LLC</u> Internal				
☐ Association	Address: 2 Craig Lanc				
General Partnership Limited Partnership	Street Address:				
Corporation-State - Delaware	City: <u>Haverford</u> State: PA Zip: 19041				
Other	Individual(s) citizenship				
Additional name(s) of conveying party(ies) attached? Yes No	Association				
	General Partnership				
3. Nature of conveyance:	Limited Partnership				
Assignment Merger	Other Limited Liability Company				
Security Agreement Change of Name	K 7 Ottor Titutee Frankt, Combant				
Other	If assignee is not domiciled in the United States, a domestic				
Execution Date: August 29, 2003	representative designation is attached: Yes No (Designations must be a separate document from assignment)				
	Additional name(s) & address(es) attached? Yes No				
4. Application number(s) or registration number(s): A. Trademark Application No.(s)78/224,589; 78/076,016	B. Trademark Registration No.(s)				
Additional number(s) atta	ched Yes No				
Name and address of party to whom correspondence concerning documents should be mailed:	6. Total number of applications and registrations involved:				
Name: Jennifer R. Quinn	7. Total fee (37 CFR 3.41) \$ 65.00				
Internal Address: Ungaretti & Harris	Enclosed				
Street Address: 3500 Three First National Plaza	Authorized to be charged to deposit account				
City: Chicago State: IL Zip: 60602	8. Deposit account number:				
DO NOT US	E THIS SPACE				
9. Signature.	1 00 .				
Jennifer R. Quinn	October 17, 2003				
Name of Person Signing Total number of places including cov	ind ure Date				

Ungavernio E HARRISTO		BANK ONE N.A. CHIÇAĞÖ, IL		Check No. 1 2 9 4	41:
CHICAGO 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	WASHINGTON; 4500,k-street, n.W. surre 250 Washington, D.C. 20005, 7/14 Lelephone, 202163, 97300 Fax; 202163, 97505	2 17	, Date	October 17, 2003	
24 elephine 5-312 937/4400 (E3), 512 977/4405	Telephone, 2027; s. 9/1900 Fax, 2023; 638-7505	710			
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CHICAGO 3500Three First National Plaza Chicago, Illinois 60602-4283 Telephone: 312.977.4400 Fax: 312.977.4405	WASHINGTON 1500 K STREET, N.W. SUITE 250 Washington, D.C. 20005-1714 Telephone: 202.639.7500 Fax: 202.639.7505				
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Oct 17, 2003

IN RE: Trademark Recordation JRQ
Bonomo Turkish Taffy 1000614-001
Mark: B BONOMO/BONOMO'S TURKISH TAFFY 10/17/03

Trademark Recordation From, Trademark Assignment, filing fee, and postcard receipt

ASSISTANT COMMISSIONER FOR TRADEMARKS: Please acknowledge receipt of the above-identified filing by applying the Patent and Trademark Office receipt hereto and mailing this card.

Respectfully,

UNGARETTI & HARRIS

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of August 29, 2003, by KENNETH B. WIESEN, an individual resident of New York ("Assignor") residing at 27 Ormond Park Road, Brookville, New York 11545, for the benefit of BONOMO TURKISH TAFFY, LLC, a Delaware limited liability company ("Assignee") having its principal place of business at 2 Craig Lane, Haverford, Pennsylvania 19041.

WHEREAS, Assignor is the owner of the entire, title and interest in and to the trademarks "B Bonomo" and "Bonomo's Turkish Taffy" respectively assigned serial numbers 78/224,589 and 78/076,016 by the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Assignor desires to sell, and Assignee desires to acquire, the Trademarks.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns to Assignee all right, title and interest in, to and under the Trademarks and to the goodwill of the business relating thereto and symbolized by said Trademarks.
- 2. Assignor hereby transfers, assigns and sets over to Assignee, free and clear of any claims, liens and encumbrances, all of Assignor's right, title and interest, legal and equitable, in and to any claims, causes of action for past, present or future infringements of the Trademarks and for unfair competition and any related claims Assignor may have against any third parties, whether known or unknown, and to apply any damages recovered to Assignee's account.
- 3. Assignor covenants to cooperate with Assignee, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and Assignor shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of Assignee, its designee or legal representative.
- 4. Assignor covenants and agrees to execute and cause to be executed, at the request of Assignee, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable Assignee to obtain or maintain the Trademarks herein conveyed or intended to be conveyed.

[signature page attached]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

Kenneth B. Wiesen

BONOMO TURKISH TAFFY, LLC, a Delaware

limited liability company

Its: Manager

Commonwealth Pennsylvania)
STATE OF Pennsylvania)
SS:
COUNTY OF Montgomery)

Before me, a Notary Public in and for the County and State aforesaid, appeared to me outlined, personally known to be the Manager of Bonomo Turkish Taffy, LLC above executing this document, and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL)

NOTARIAL SEAL JILL A. PILARZ, Notary Public

Plymouth Twp., Montgomery County My Commission Expires July 2, 2006

IN WITNESS WHEREOF, the partie	es hereto have c	aused thi	s A	ssionme	t to be evecuted
IN WITNESS WHEREOF, the partie as of the date first above written.		7	Ò		\ \

Kenneth B. Wiesen

BONOMO TURKISH TAFFY, LLC, a Delaware limited liability company

By: _____

Its: Manager

P.03

STATE OF

Before me, a Notary Public in and for the County and State aforesaid, appeared to me Level Bleese, personally known to be Kenneth B. Wiesen, an individual resident of New York, above executing this document, and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

Notary Public

(SEAL)

LORI E, CONNORS
NOTARY PUBLIC, State of New York
No. 30-4637904
Qualified in Nasgau County
Triesion Expires

Commission Expires _

UNGARETTI **HARRIS**

Via U.S. Express Mail

ET 906214366 US

June 4, 2004

Box TTAB No Fee Assistant Commissioner for Trademarks Trademark Trial and Appeal Board 2900 Crystal Drive Arlington, Virginia 22202-3513

> Cancellation No. 92040463 Re:

Ladies and Gentlemen:

Enclosed please find Registrant's Answer to the above-referenced cancellation proceeding. Notwithstanding that Registrant and Petitioner have reached resolution on this proceeding, Registrant is filing the enclosed answer to prevent any default judgment being entered against Registrant. Also enclosed is Registrant's Motion to Dismiss. The Motion to Dismiss sets forth the facts indicating the parties resolution of this matter and the bases upon which Petitioner's Claim should be dismissed. Please acknowledge your receipt of the enclosed by stamping the enclosed postcard and returning it to the undersigned.

If you have any questions, please do not hesitate to contact me at 312.977.4156.

Sincerely.

Brecken J. Cutler

Gary I. Levenstein c: Jennifer R. Quinn

UNGARETTI & HARRIS LLP

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